
VOLUNTARY RESIGNATION AGREEMENT, WAIVER AND RELEASE

This Voluntary Resignation Agreement, Waiver and Release (hereinafter, "Agreement") is made by and between Española Public Schools ("EPS" or "District") and Terry Bentley ("Bentley") (collectively referred to herein as the "Parties") on the 1st day of December, 2015, which is considered and agreed by the Parties as the Effective Date of this Agreement.

SETTLEMENT TERMS

For and in consideration of the warranties, representations, agreements and waivers given hereunder, and for other good and valuable consideration, the sufficiency of which is hereby stipulated, the Parties agree as follows:

1. AGREEMENT.

District hereby accepts the presently tendered, irrevocable resignation of Terry Bentley, submitted to confirm his retirement, effective November 24, 2015. See attached Exhibit 1. Bentley will be paid through November 24, 2015, and hereby agrees that he is entitled to no other compensation, benefits, contributions or privileges associated with his employment with the Española Public Schools. Bentley's resignation letter, Exhibit 1, will be retained in Bentley's personnel file. If requested by Bentley, or under written authorization by Bentley to a third party, the District will respond only to written requests and will provide a reference letter stating only Bentley's dates of employment and position(s) held.

2. WAIVER OF RIGHTS UNDER CHAPTER 22, ARTICLE 10A OF NEW MEXICO STATUTES ANNOTATED, AS AMENDED; FIRST JUDICIAL DISTRICT COURT AND IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO.

Bentley agrees to withdraw his request for a hearing before the Board of Education, said request made pursuant to NMSA 1978, § 22-10A-27 (2003). Further, Bentley hereby WAIVES any

and all rights associated with his employment with the District, including all rights set forth in Chapter 22, Article 10A a/k/a the School Personnel Act, including but not limited to NMSA 1978, §§ 22-10A-27 and 22-10A-28 (2003).

3. RELEASE OF DISTRICT BY TERRY BENTLEY.

Upon completion of terms referenced in Paragraph 1, by his signature below, Bentley hereby FULLY AND COMPLETELY RELEASES and FOREVER DISCHARGES the District, its officers, directors, employees, servants, agents, representatives, any successors in interest, and any other person or entity acting on its behalf from any and all claims, debts, demands, actions, causes of action, lawsuits, sums of money, contracts, agreements, judgments, and/or liabilities whatsoever, both at law and in equity, that Bentley ever had, now has, or may hereafter have against the District pertaining to, or arising directly or indirectly from or related in any way to any claims that were asserted or that could have been asserted, relating to, based on or because of his employment with or resignation from employment with the District through the Effective Date of this Agreement.

ENTIRE AGREEMENT

BENTLEY HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT/WAIVER/RELEASE, WHICH SETS FORTH THE ENTIRE AGREEMENT BETWEEN BENTLEY AND DISTRICT AND ACKNOWLEDGES THAT HE HAS NOT RELIED UPON ANY REPRESENTATION OR STATEMENTS, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT.

RELEASER ACKNOWLEDGEMENT

APPROVED AND AGREED TO BY RELEASER:



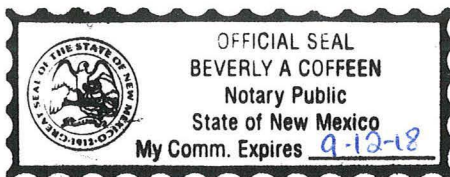
Terry Bentley, Releaser


12-1-2015

Date

BEFORE ME, the undersigned authority, on this day personally appeared Terry Bentley, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of December, 2015.





Notary Public - State of New Mexico

(SEAL)

My commission expires: 9/12/18

DISTRICT ACKNOWLEDGEMENT

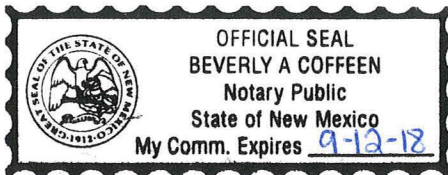
APPROVED AND AGREED TO BY ESPAÑOLA PUBLIC SCHOOLS BY:

Bobbie G. Gutierrez
Bobbie Gutierrez, Superintendent

12-1-2015
Date

BEFORE ME, the undersigned authority, on this day personally appeared Bobbie Gutierrez in her capacity as Superintendent of Schools for the Española Public Schools, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she has authority to sign this Agreement/Waiver/Release on behalf of the Española Public Schools and that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 1st day of December, 2015.



Beverly A. Coffeen
Notary Public - State of New Mexico

(SEAL)

My commission expires: 9/12/18